

SERVICES COMMITTEE MEETING

Monday, December 9, 2019

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES
2. COMMITTEE APPLICATIONS
 - a. Clarissa Edelston – New appointment to the Edythe Dyer Library Board of Trustees
 - b. Ted Sherwood – Re-appointment to the Edythe Dyer Library Board of Trustees
 - c. Nancy Fenders – Re-appointment to the Recreation Committee
3. CITIZEN INITIATIVES
4. INFORMATION CONCERNING TOWN MANAGER SEARCH – *If needed*
5. UNFINISHED BUSINESS
 - a. Kiwanis building use discussion
6. NEW BUSINESS
 - a. Landmark Heritage Trust assessment of Turtle Head Park – *Budget consideration and discussion*
 - b. Request recommendation for Temporary Storage at Western Avenue Recreation Area from Rec Area Reserve (account 3-767-00) – *requested by Shelley Abbot, Rec Director*
 - c. Recreation Committee strategic plan update
7. FUTURE OF TOWN FACILITIES
 - a. Post office
8. STAFF UPDATES
9. PUBLIC COMMENTS
10. MANAGER COMMENTS
11. COMMITTEE MEMBER COMMENTS
12. ADJOURN



Check One: ☒ Initial Application ☐ Reappointment Application

2-a

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: CLARISSA EDELSTON, CLARISSA B
LAST FIRST MI

ADDRESS: 1232 WESTERN AVE HAMPDEN 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 207 862-2772 207 949-1303
HOME WORK CELL

EMAIL: cedelston@gmail.com

OCCUPATION: retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Library Board

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? _____

I have been an attorney for 40+ years, mostly in TX, employment and estates. I have used the library for as long as it has existed in Hampden, donated to it and participated

Are there any issues you feel this board or committee should address, or should continue to address? _____
in programs (over) →

3 YEAR

BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
HARBOR COMMITTEE

DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY

Date Application Received: 10/29/19

COUNCIL COMMITTEE ACTION: Services Com DATE: 11/12/19
12/19/19

COUNCIL ACTION: _____ DATE: _____

☒ NEW APPT ☐ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

2-b



Check One: ☐ Initial Application
☒ Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

DEC 05 2019

NAME: Sherwood Lowell T. Tr
LAST FIRST MI

ADDRESS: 63 Griffin Ave Hampden 01944
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 745-7932 _____
HOME cel WORK

EMAIL: tsmhs@aol.com

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Edythe L. Dyer Library

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? Currently a trustee. Check with the

Library Director to assess my contribution to the Board

Are there any issues you feel this board or committee should address, or should continue to address? _____

3 YEAR

BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA E. HOIT MEMORIAL POOL
HARBOR COMMITTEE

EDYTHE L. DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY

Date Application Received: 12/5/19

COUNCIL COMMITTEE ACTION: Services DATE: 12/9/19

COUNCIL ACTION: _____ DATE: _____

☐ NEW APPT ☒ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____



Check One: ☐ Initial Application
☒ Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Fenders Nancy A
LAST FIRST MI
 ADDRESS: 407 Old County Rd Hampden 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 207 944 2806 207 941 7153
HOME WORK

EMAIL: NFenders@gmail.com

OCCUPATION: University Registrar

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Recreation Committee

SECOND CHOICE (OPTIONAL): N/A

How would your experience, education and/or occupation be a benefit to this board or committee? I have been a member of this committee for

16 yrs. and therefore have many years of experience. In

my professional life I manage the Course/Room Scheduling for
the University, sit on Accreditation Boards, generate statistics, and manage
Records.

Are there any issues you feel this board or committee should address, or should continue to address? Long Term planning, more fields, centrally located,
possible Community Center, etc.

3 YEAR

BOARD OF ASSESSMENT REVIEW
 PERSONNEL APPEALS BOARD
 LURA HOIT MEMORIAL POOL
 HARBOR COMMITTEE

DYER LIBRARY
 RECREATION COMMITTEE
 BOARD OF APPEALS
 HISTORIC PRESERVATION COMMISSION

5 YEAR
 PLANNING BOARD

FOR TOWN USE ONLY

Date Application Received: 11/26/19

COUNCIL COMMITTEE ACTION: Services DATE: 12/9/19

COUNCIL ACTION: _____ DATE: _____

☐ NEW APPT ☒ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

Summary of conversation with Susan Caston at MMA about the Kiwanis building.
We talked about three different options listed below:

1. Update the Lease Agreement with the Kiwanis
 - a. Recommends working with legal counsel
 - b. Recommends if agreement allows sublet, the lessee require sublets to carry personal injury liability and/or property damage insurance
2. Have all organizations sign a building use agreement with the Town
 - a. Recommends working with legal counsel
 - b. Recommends a facility use agreement with a hold harmless clause and require them to carry personal injury liability and/or property damage insurance
3. Update the Lease Agreement the Kiwanis and have them be the liaison between the Town and the other organizations.
 - a. Recommends working with legal counsel
 - b. Recommends a facility use agreement with Indemnification clause, carry personal injury liability and/or property damage insurance
 - c. The person acting as the liaison would need to carry insurance also
 - d. The town would need to carry additional insurance

SAY NO TO THE "ANY AND ALL"

The language shown within this document is only a small fraction of the contract/lease language that we see. With this document, we hope to point out the type of language that should be of concern and alert you to review and, if necessary, renegotiate the unfavorable language of a contract/lease before you sign it. Please note that we have attempted to call your attention to unfavorable wording by noting it in red. We call attention to favorable wording by noting it in green.

This information is provided strictly as an informational tool. We do not offer legal advice regarding contract/lease wording. We recommend that you consult your municipal attorney for a review of contracts and leases before they are signed.

Indemnification

The Town shall indemnify and hold harmless the ABC Company its officers, agents and employees from any and all claims, suits or liabilities of every kind or nature arising out of or from any negligent or intentional wrongful act, error or omission by the Town or any of its consultants or contractors related to work provided pursuant to this agreement.

The Town shall indemnify and hold harmless the ABC Company its officers, agents and employees from claims, suits or liabilities resulting from the negligence of the Town, its officers, agents and employees. The ABC Company shall indemnify and hold harmless the Town its officers, agents and employees from claims, suits or liabilities resulting from the negligence of the ABC Company, its officers, agents and employees.

Hold Harmless

The User shall hold harmless, indemnify and defend the ABC Company against all liabilities, expenses and losses incurred by the ABC Company as a result of any accident, injury or damage which shall happen in or about the Leased Premises as the result or arising out of the actions or inactions of the User's employees, contractors, or

The User shall hold harmless, indemnify and defend the ABC Company against liabilities, expenses and losses imposed upon them as a result of the negligent actions or inaction of the User's employees, officers or agents related to its use or operation of the Premises. The ABC Company shall hold harmless, indemnify and defend the User against liabilities, expenses and losses imposed upon them as a result of the negligent actions or inaction of the ABC Company's employees, officers or agents related to its ownership of the Premises.

shall result from the User's use or operation of the Premises. This obligation to indemnify shall extend to any amount for which the ABC Company may be found liable, **even if it exceeds the limits set forth under the Maine Tort Claims Act. This agreement is a waiver of the Maine Tort Claims Act limits as they might otherwise apply to this indemnification agreement.**

Insurance

User shall purchase and maintain insurance coverage for both personal injury liability and/or property damage liability **sufficient to indemnify** Landlord for any claims which may arise from User's occupancy of the leased Premises.

In case any claim, action or proceeding is commenced against the Lessor arising out of use of the premises, Lessor may give written notice of the same to the Lessee and thereafter **Lessee must assume and discharge all obligations to settle to defend the same and save and keep harmless the Lessor from all expenses, counsel fees, costs, liabilities, judgments and executions in any manner growing out of, pertaining to or connected therewith.**

This obligation to indemnify shall not waive any defense immunity or limitation of liability, which may be available to the User, its officers, agents or employees, under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA Section 8101 et seq. or any other privileges or immunities as may be provided by law.

User shall purchase and maintain coverage for personal injury liability and/or property damage liability with limits of \$400,000 per occurrence for actions under the provisions of the Maine Tort Claims Act and \$1,000,000 per occurrence for actions outside the Maine Tort Claims Act for covered claims, which may arise from the User's negligent action or inaction.

In case a claim, action or proceeding is commenced against the Lessor arising out of the negligent action or inaction of the Lessee which arises out of the use of the premises and that is a covered claim under the Lessee's coverage, Lessor may give written notice of the same to the Lessee and thereafter Lessee will notify it's carrier and cooperate in the investigation and appropriate disposition of the claim protecting the Lessor as agreed from negligent action or inaction of the Lessee.

Lessee shall be **solely responsible** for, and shall **pay all** claims and damages arising from, defects in machinery or equipment, or from the handling or use thereof, whether from injuries to the person or property. Lessee shall **hold Lessor harmless** from **all** such claims. The Lessor shall **not be liable** in **any** event to the Lessee for **any** loss, delay or damage of **any** kind or character resulting from defects in or inefficiency of equipment hereby leased or accidental breakage thereof.

This Lease shall be governed by and construed under the **Laws of the State of New Jersey**.

Lessor shall be responsible for claims and damages arising from their negligent action or inaction with regard to their handling or use of the machinery or equipment.

Lessor shall be responsible for claims and damages arising from their negligent action or inaction resulting from defects in or inefficiency of equipment hereby leased.

This Lease shall be governed by and construed under the Laws of the State of Maine.



Paula Scott <clerk@hampdenmaine.gov>

Kiwanis

2 messages

Paula Scott <clerk@hampdenmaine.gov>
To: curtis slininger <sctmstr72@yahoo.com>

Wed, Dec 4, 2019 at 1:40 PM

Hi Curt,
What is the status of the Kiwanis? Are you going to keep your charter?
We still need to determine how we are handling use of the building so I would like to know what you as a group are looking to do.

Thank you!
Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer
Town Clerk/Registrar of Voters
Motor Vehicle Agent
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

curtis slininger <sctmstr72@yahoo.com>
To: Paula Scott <clerk@hampdenmaine.gov>

Thu, Dec 5, 2019 at 9:34 AM

HI PAULA: THE HAMPDEN KIWANIS WILL BE AROUND FOR AT LEAST ANOTHER YEAR. WILL GO OVER BUILDING USE TONIGHT AT OUR MEETING. THANKS, C.

[Quoted text hidden]



Landmark Heritage Trust

6-a

P.O. Box 105 • Dixmont, ME 04932-0105
Email: landmarkheritage@gmail.com
Website: landmarkheritagetrust.org
Phone: 207-825-3569

Carmel • Dixmont • Etna • Hampden • Hermon • Monroe • Newburgh • Winterport

November 20, 2019

Dear Ms. Scott,

Board of Directors

Allan Tubbs
President

Tony DeFeo
Vice President

Carol Cuddy
Treasurer

Joan Cheetham
Secretary

Christine DeFeo

K. Elizabeth Gibbs

Galen Hamilton

Joyce Hedlund

Wesley Hedlund

Sandra Johnson

Landmark Heritage Trust Stewardship Committee visited Turtle Head Park, Saturday, November 9. Before walking the easement area we reviewed the easement documentation so all would be familiar with the requirements set forth by the Town of Hampden.

We found no violations of the easement. The Town is doing a good job maintaining the Park. There was no litter.

One major concern that Hampden might want to address in the near future is severe erosion of the shore at the southerly end of the property. The area is at the end of the path, near the picnic table. The historic cribbing is still in place on each side. However, the shore has washed out to the stone foundation. That has undermined and is coming apart. It has changed a lot since last year. Since the whole area is of historical significance, Hampden should protect it. A lot of study has been done on that area. It was an important area in the 1800's and into the 1900's.

Landmark Heritage Trust thanks Hampden for entrusting us with holding the easement on Turtle Head Park. We appreciate your stewardship of this very special property.

If you have any questions please contact me at 825-3569.

Sincerely,

Allan Tubbs
Stewardship Chair



memo

6-6

Town of Hampden-Recreation Department

To: Hampden Town Council
From: Shelley Abbott; Recreation Director *SA*
CC: Paula Scott; Interim Town Manager, Sean Currier; PW Director
Date: 11/13/2019
Re: Temporary Storage Western Avenue Recreation Area

Comments:

In advance of the work beginning at the Western Avenue Recreation Area preparation will need to be completed to ready the construction area. In order to continue to provide services at the field location during the project, relocation of field storage and portable facilities will need to occur during the winter months as the ground will be frozen and allow a few of the storage buildings to hopefully be salvageable.

The plan will be to relocate the team equipment box to the area in back of the pool along with the small shed which currently faces the play field. This shed we believe to be on a wooden platform that should allow the building to be slid to a new location out of the way of future development. Public works will work to complete this as weather and work load allow.

I will be requesting that the Bronco Travel Soccer Club move their own small equipment building to another location, offsite if possible. The large storage shed facing the existing parking lot along will be demolished due to its existing building construction not allowing for a move. The existing portable toilet surround will be dismantled in hopes of reinstalling it in a new location at a later date.

In the interim, additional temporary storage to replace the lost building space will be needed. I'd like to request permission and support with reserve funds (3-767-00) to rent a portable storage bin from Maine Trailer to be set onsite in early Spring near the back side of the pool building. This will allow staff to access equipment and provide services while maintaining security for the department's displaced items. The rental cost for a 20' container is \$100 per month plus delivery and pick up charges.



memo

A long term solution will need to be made to replace the storage loss. A request for Reserve funding will be made in the FY 21 budget. I have includes some sample materials cost for garage packages for pricing. Additional costs would be incurred for concrete services and labor for the construction of the storage space.

Thank you,
Shelley Abbott
Recreation Director

Hammond Lumber Company 1-866-HAMMOND

Hammond Lumber Company Garage Packages

6 Garage Building Package Styles

Customized options available!

Are you tired of your car being buried in the snow? Does your lawn mower need a home? Let one of our Garage Packages be your solution!

Hammond Lumber Company provides the highest quality garage packages available. We offer a variety of styles at prices you'll appreciate. We have a full fleet of delivery vehicles so you'll receive your materials in a prompt and efficient manner.

Our friendly and knowledgeable sales team is ready to discuss any package details with you, including the complete material list and floor plan. Construction cost is not included in package pricing but we can refer several local builders to quote and compare.

(Prices expire 11/30/2019)

Yukon: 24' x 36' 3 Bay Garage

Garage Price: \$9,199

- 2 x 4 x 8 Framing 24" on – center
- 7/16" OSB wall sheathing
- 5/8" roof sheathing
- 25 Year three tab shingles
- 4 – Single hung vinyl windows
- 1- 3'0" x 6'8" Premium steel door



- 3- 9' x 7' Steel, non-insulated classic raised panel garage doors

Dakota: 28' x 30' Garage with Living Space
Garage Price: \$12,299

- 2 x 4 x 8 Framing 16" on – center
- 24" on-center option
- 7/16" OSB wall sheathing
- 5/8" roof sheathing
- 10/12 Attic trusses (14' x 8' Room)
- 6 – Single hung vinyl windows
- 25 Year three tab shingles
- 2- 9' x 7' Steel, non-insulated classic raised panel garage doors



Summit: 28' x 28' Garage with Living Space
Garage Price: \$12,999

- 2 x 4 x 10 Framing 16" on – center
- 7/16" OSB wall sheathing
- 5/8" roof sheathing
- 12/12 Attic trusses (13'8" x 8' Room)
- 25 Year three tab shingles



- 4 – Single hung vinyl windows
- 2- Vinyl 10 lite garage door transoms
- 2- 9' x 8' Steel, non-insulated classic raised panel garage doors

Wrangler: 24' x 24' 2 Bay Garage

Garage Price: \$6,599

- 2 x 4 x 8 Framing 24" on – center
- 7/16" OSB wall sheathing
- 5/8" roof sheathing
- 25 Year three tab shingles
- 2- Single hung vinyl windows
- 2- 9' x 7' Steel, non-insulated classic raised panel garage doors



Highlander: 28' x 36' Garage with Living Space

Garage Price: \$16,199

- 2 x 4 x 10 Framing 16" on – center
- 7/16" OSB wall sheathing
- 5/8" roof sheathing
- Gambrel trusses with 8' ceiling, see salesperson for design details
- Stair framing material with landing



- 25 Year three tab shingles
- 6 – Single hung vinyl windows
- 2- 9' x 8' Steel, non-insulated classic raised panel garage doors

Cheyenne: 26' x 40' 3-bay with 2nd floor



Garage Price: \$16,699

- 2 x 4 x 10 Framing 24" on – center
- 7/16" OSB wall sheathing
- 5/8" roof sheathing
- 25 Year three tab shingles
- 4 – Single hung vinyl windows
- 3- 9' x 8' Steel, non-insulated classic raised panel garage doors

Storage & Shipping Containers for lease

New and used storage containers*

Shipping containers are a hot commodity in today's market. Our products come directly from the port to ensure quality. Containers are an excellent solution for short term or long term storage for business or individual use. Load and unload your products or belongings easily with ground level entry. Best of all, they're weatherproof: There is no need to shovel snow from the roof, and rain runs right off. Lease a container from Maine Trailer for less than a storage unit with double the space!

We offer:

- 10 foot length
- 20 foot length
- 40 foot length
- High Cube (9.5' height)
- Statewide delivery by experienced drivers

10' - \$90 per month, plus delivery and pick-up charge
 20' - \$100 per month, plus delivery and pick-up charge
 40' - \$125 per month, plus delivery and pick-up charge
 Prices on high cubes may vary.

A completed credit application is necessary for lease agreements.

Delivery charges are calculated per location. Call or [send an email \(https://mainetrailer.com/contact-us/\)](https://mainetrailer.com/contact-us/) to get pricing on your location today!

Find the storage container that's right for you:

</wp-content/uploads/2016/12/Container-specs-for-website-1.png>

	10' L x 6' H	20' L x 6' H	40' L x 6' H	40' L x 9'5" H
Interior Width	7 feet, 8.6 inches	7 feet, 8.6 inches	7 feet, 8.6 inches	7 feet, 8.6 inches
Interior Height	7 feet, 10.3 inches	7 feet, 10.3 inches	7 feet, 10.3 inches	8 feet, 10.2 inches
Interior Length	9 feet, 1 inch	19 feet, 4.2 inches	39 feet, 5.7 inches	39 feet, 5.3 inches
Cubic Volume	551 cubic feet	1,173 cubic feet	2,389 cubic feet	2,694 cubic feet
Door Width	92.1 inches	92.1 inches	92.0 inches	92.1 inches
Door Height	89.7 inches	89.7 inches	89.8 inches	101.7 inches
Gross	33,598 lbs.	67,196 lbs.	67,196 lbs.	67,196 lbs.
Payload	31,173 lbs.	62,346 lbs.	58,973 lbs.	58,598 lbs.
Empty Weight	2,425 lbs.	4,350 lbs.	8,223 lbs.	8,598 lbs.

* All containers are 8 feet wide

</wp-content/uploads/2016/12/Container-specs-for-website-1.png>



Our Latest News



<https://mainetrailer.com/the-weather-doesnt-stop-us/>

The Weather Doesn't Stop Us!
[\(https://mainetrailer.com/the-weather-doesnt-stop-us/\)](https://mainetrailer.com/the-weather-doesnt-stop-us/)

November 1, 2019

It may be windy with fall and winter weather on the calendar, but our loads of trailers never stop coming! Another load of CAM heavy ...

[Read More >](#)



<https://mainetrailer.com/bangor-region-ymcas-gala/>

Bangor Region YMCA's Gala
[\(https://mainetrailer.com/bangor-region-ymcas-gala/\)](https://mainetrailer.com/bangor-region-ymcas-gala/)

October 24, 2019

Maine Trailer, Inc. is a proud Sponsor for the Bangor Region YMCA's Gala and Auction on Saturday, November 9th at the Cross Insurance Center! We will also be ...

[Read More >](#)



<https://mainetrailer.com/maine-hockey-is-back/>

MAINE HOCKEY IS BACK!
[\(https://mainetrailer.com/maine-hockey-is-back/\)](https://mainetrailer.com/maine-hockey-is-back/)

October 6, 2019

MAINE HOCKEY IS BACK! We've got two tickets we are raffling off for Saturday's (10/12) game at the Alfond! Want to win them? Enter our ...

[Read More >](#)

Current Account Status

12/05/2019

Page 1

G 3-767-00 RESERVE ACCT / REC AREA RES

-339,267.04 = Beg Bal

56.09 = YTD Net

-339,598.28 = Balance

-387.33 = Adjust

0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0004		07/02/19		BBA RESEVE INT/FMV CHANGE	B GJ	0.00	387.33
08	0116	2068	08/14/19	01248 PLYMOUTH ENG	BALANCE OF SERVICES	R AP	56.09	0.00
Totals-							56.09	387.33

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	0.00	0.00	0.00	387.33
August	56.09	0.00	0.00	0.00
Totals	56.09	0.00	0.00	387.33